

tenancy, and so on. A yearly tenancy may, however, be terminated by six months' notice.

Under the Increase of Rent and Mortgage Interest (Restrictions) Acts, to prevent landlords from increasing rents of small properties beyond certain permitted rates and prohibiting such landlords from demanding possession of such premises except for certain reasons such as non-payment of rent, tenants of small property who come within the scope of the Acts, i.e. "statutory" or "protected" tenants, have rights of retaining possession which are still unrepealed. This legislation is complicated and has been the subject of innumerable actions and judicial decisions. The solicitor's clerk is referred to the various handbooks on the Acts for the powers given to landlords and tenants under the Acts.

If the tenant fails to pay his rent, the landlord can "distrain" on the tenant's goods for such rent. This is done by instructing a certificated bailiff to seize the tenant's goods. The landlord can also apply to the Courts to recover possession of the premises, on the ground of non-payment of rent. In most cases the application can be made by writ of summons in the High Court—specially endorsed under Order 3, rule 6 of the Supreme Court Rules.

Under this procedure, the plaintiff (landlord) can, if the defendant enters an appearance, apply under Order 14 of the Supreme Court Rules for summary judgment. As non-payment of rent is a good ground for an order to recover possession, the defendant has usually no good defence to the action, and judgment is obtained within 3 or 4 weeks of the proceedings being commenced. Where the rental value of the premises, together